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AGREEMENT

- between -

VILLAGE OF ALBION, NEW YORK

- and -

AFSCME COUNCIL 66, LOCAL 1436-A
(Village of Albion D.P.W. Employees)

June 1, 2007 - May 31, 2010

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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APPENDIX "A"

Salary Schedule

Salary Schedule

APPENDIX "B"

Salary Schedule

APPENDIX "C"

Salary Schedule

AGREEMENT

This Agreement entered into by the Village of Albion, New York, hereinafter referred to as the Employer, and Council 66 and its affiliated Local 1436-A, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the term of this Agreement for all permanent and probationary employees of the Employer in the Department of Public Works, exempting the following positions: Superintendent of D.P.W. and Chief Water Plant Operator, Cemetery Foreman, Chief Sewage Treatment Plant Operator, and pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union sole representation status in the above described bargaining unit.

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of the Agreement, all of the authority, rights, and responsibilities possessed by the Employer are retained by it, including, but not limited to the right to determine the facilities, methods, means and number of personnel required for conduct of the Employer's programs; to assign or transfer employees pursuant to law, to direct, deploy and utilize the work force; to establish specification for each job classification; to classify or reclassify and to

allocate or reallocate new or existing position in accordance with law; and to discipline or discharge employee in accordance with law and the provisions of this Agreement.

ARTICLE 2

UNION SECURITY

(a) This authorization shall remain in effect for the period of three (3) years from the effective date of this Agreement and shall be automatically renewed and be in effect for successive similar periods of three (3) years, unless written order or revocation is given by the employee to the Village and to the Union Treasurer within the 30-day period prior to the expiration of the anniversary of the signing of the Authorization for Payroll Deduction Card, or within the 30-day period immediately preceding the expiration of this labor- management agreement, whichever is sooner, or upon the termination of employment.

(b) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union dues form provided by the Union from the pay of all employees who have executed such Authorization for Payroll Deduction of Union dues and any additional deduction for any program made available through the Union.

Section 1. Check-off of Union Dues

(a) All employees covered by this Agreement shall tender their membership dues to the Union by signing the Authorization for Payroll Deduction of Union Dues Form by the Union.

(b) Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union forms shall become effective at the time the form is signed by the employee and shall be deducted from the first (1st) pay period of the month and each first (1st) pay period of each month thereafter.

(c) The aggregate total of all such deductions shall be remitted every month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the tenth (10th) of the following month.

(d) Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer with thirty (30) days prior notice. The Village of Albion will not be responsible for any action brought by any member against the Union and the Village will assume no liability. The Union agrees to indemnify and hold the Village from any cause of action, claims or damages incurred as a result of this action.

Section 2. Bulletin Boards

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at each D.P.W. installation. No such material shall be posted which is profane or obscene or defamatory of this Village or its representatives or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 3. Access to Premises

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, representatives of Council 66 and/or representatives of Local 1436-A to enter the premises at any time during normal working hours with the approval of the Superintendent of Public Works, or, in his absence, the employee whom he has designated to be in charge, for individual

discussion of working conditions with employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to the employees.

Section 4. Aid to Other Unions

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective negotiations or make any agreement with any such group or organization for the purpose of undermining the Union. A reciprocal attitude shall be taken by the Union and its members toward the affairs of the Village and the Village governing body.

Section 5. Notification on New Employees

The Employer agrees to submit to the Union each month a list of new full-time, permanent employees hired, their job classification, and home addresses.

ARTICLE 3

HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed not to include lunch periods.

Section 2. Work Week

The normal Village work week shall be defined as that period beginning at 12:01 a.m., Sunday and ending at 12:00 Midnight the following Saturday, and shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for Water and Sewer Plants.

Section 3. Work Day

Eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute the regular work day.

Section 4. Work Shift

Eight (8) consecutive hours of work shall constitute a work shift. All

employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated elsewhere in this Agreement.

- (a) The regular schedule in the Streets Department and the Cemeteries shall start at 7:00 a.m. and end at 3:00 p.m.- Monday through Friday. The Sweeper Operator will be excluded from the 7:00 a.m. through 3:00 p.m. schedule.
- (b) The regular schedule in the Sewage Treatment Plant shall start at 6:30 a.m. and. end at 3:30 p.m. - Monday through Friday.
- (c) The summer work schedule in the Streets Department and Cemeteries shall start at 6:30 a.m. and end at 2:30 p.m., Monday through Friday from May 1st through September 15th.

Section 5. Continuous Operations

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or seven (7) days a week. In such cases, Saturday and Sunday work schedules shall be rotated among the employees in the Department; however, in no case shall this be construed as denying any employee two (2) consecutive days off.

Section 6. Rest Periods

- (a) All employees' work schedules shall provide for a fifteen (15) minute rest period during each one - half shift. The rest period shall be scheduled near the middle of each one - half shift.
- (b) Rest periods in the Streets Department and Cemeteries - shall be for one-half (1/2) hour in the morning, 11:00 AM to 11:30 AM, with no rest period in the afternoon.

Section 7. Lunch Periods and Meals

- (a) All employees covered by this agreement in the Water Treatment Plant

and the Sewage Treatment Plant shall have a lunch period of at least one-half (1/2) hour.

- (b) Employees in the Sewage Treatment Plant who are required to work through one - half (1/2) hour lunch period, shall be allowed the option of taking their one - half 1/2) hour lunch period at a later time, or be compensated in pay for it.

ARTICLE 4

REPORTING TIME

Section 1. Show-up Time

When an employee reports for work on his regular shift, no employee shall be sent home for lack of work or because of inclement weather, but may be assigned by the supervising Village employee to temporary work of a higher or lower classification without change in pay.

Section 2. Call Time

- (a) Any employee called back from home for emergency duty in addition to or outside of his regular scheduled shift shall be paid for a minimum of two (2) hours at his regular rate of pay, but if the call time and work assignment precedes and overlaps the employee's regular shift, the employee shall be paid one and one-half (1 1/2) times his regular rate for hours worked. Supervisors may require the called in employee to work the full two (2) hours, or if released from work, employees called back more than once within the two (2) hour period will only qualify for one minimum time pay.
- (b) Under no circumstances shall an employee be sent home during his

regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of employee's regular work shift or any time thereafter, except as altered in case of operational needs in judgment of Superintendent of Public Works.

Section 3. Overtime and Equalization of Overtime Hours

(a) Overtime hours shall be divided as equally as possible among employees in the same classification in their department. An up-to-date list showing overtime hours will be posted each month for all employees in a prominent place in each department.

Whenever overtime is required, the person with the least number of overtime hours in that classification within his department will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

For the purpose of this clause, time not worked because the employee did not choose to work will be charged the average number of overtime hours of the employees working during that call-out period. Two (2) hours minimum.

(b) Any employee required to work four (4) hours of overtime following his regular full day shift shall then be granted one-half (1/2) hour off with pay for the purpose of eating, provided he will be required to return for additional overtime. A similar one-half (1/2) hour off with pay shall be granted for each such four (4) hour period of overtime to be followed by additional overtime.

(c) This provision is intended to apply only to emergency overtime work following regular working hours and shall not apply when an employee is required to work not more than an eight (8) hour shift at regular rate because such work is done on a day other than his usual work day.

(d) Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. However, under no circumstances shall an employee be sent home during his regularly scheduled shift without a minimum of two (2) hours.

If an employee is sent home because of an anticipated emergency and returns later and the emergency does not materialize, he shall be paid for his full regular shift.

Section 4. Distribution

(a) Overtime work shall be distributed as equally as possible to employees working within the same job classification and within a department or unit subdivision.

(b) On each occasion, the opportunity to work overtime hours shall be offered to the employee within that job classification who has had the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, he will be charged with overtime worked as to equalization; the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

(c) A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

Section 5. Work at Employee's Option

Overtime work shall be voluntary, except in the case of an emergency as determined by the Superintendent of Public Works or the individual left in charge. There shall be no discrimination against any employee who declines to work overtime, other than as provided herein. The determination of an emergency by the Superintendent of Public Works or the individual left in charge will not be made in an

arbitrary or capricious manner.

Section 6. Time and one-half

All time worked over forty (40) hours in an official Village work week for Department of Public Works, employees shall be paid at the rate of time and one-half (1- 1/2). For the purpose of computation of overtime pay, all paid leave time except sick leave, shall be considered as "time worked".

Section 7. Overtime Pay

All overtime worked shall be paid for promptly, no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a manner of payment for overtime work or for any reason unless agreed upon by the employee and Employer.

ARTICLE 5

SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 2. Probation Period

(a) New employees hired in the unit shall be considered as probationary employees for the first six (6) consecutive months of their employment and shall rank seniority from date of employment. There shall not be seniority among probationary employees.

(b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages, salaries, hours, and other conditions as set forth under Article I of this Agreement, except discharged or disciplined

probationary employees for other than Union activity.

Section 3. Seniority Lists

(a) Seniority shall not be affected by race, sex, marital status or dependents of the employees.

(b) The seniority list on the date of this Agreement will show the names, job titles, and date of hire of all employees in the unit entitled to seniority.

(c) The Employer shall annually post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

Section 4. Loss of Seniority

(1) Any employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exception shall be made.

(d) He retires.

Section 5. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

ARTICLE 6
WORK FORCE CHANGES

Section 1. Promotions and Filling Vacancies

(a) The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

(b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than seven (7) working days.

(c) The employer shall fill such job openings or vacancies from among those employees who have applied, who meet the standards of the job requirements, and who possess the ability to perform the job as documented by work history and evaluations in the Village of Albion. If there is more than one (1) employee who is qualified for the job and who possesses the ability to perform the job as documented by work history and evaluations in the Village of Albion, then such position shall be filled by selecting from among those qualified and able, the most senior employee.

3(d) A notice listing the employee or employees selected for the position shall be posted by the Employer on the bulletin boards within two (2) working days of the selection by the Employer and be posted for a period of at least ten (10) working days.

(e) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed one hundred eighty (180) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

Section 2. Temporary Job Openings

(a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.

(b) Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualifications before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions. When it is necessary for a higher classification employee to work in lower classification and no one volunteers for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected and so on up until the necessary employees required has been achieved.

(c) No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless the employee specifically requests the assignment. The request must be in writing and submitted to the employee's immediate supervisor. It is the intent of this provision to prevent repeated assignment to job vacancies designated as temporary job openings when such job openings could be filled in another manner.

(d) Any employee working out of title at any higher classification (including higher classifications outside the bargaining unit) shall be paid the higher applicable rate from the start of such assignments. The rate is based on the employee's years of service with the Village, as shown on the schedule of minimum and maximum salaries for employees of the Village of Albion.

(e) Transfer of Employees

If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(f) Filling of Vacancies and New Positions

In the event of a vacancy or a newly created position, employees shall be given the preference to transfer on the basis of ability and seniority, and shall have preference over new hires.

Section 3. Demotions

(a) The term demotion, as used in this provision, means the reassignment not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification at the rate of pay for that job classification.

(b) In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff.

(c) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service Examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

Section 4. Layoff

(a) In the event the Employer plans to layoff employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least fifteen (15) days prior to such action to be taken.

(b) When such action takes place, it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.

(c) The Employer shall forward a list of those employees laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

(d) Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

(e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employee with lesser seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps.

Section 5. Exemption

(a) Notwithstanding anything contained herein, in the event of a layoff, the President, Vice-President, Secretary, Treasurer, and all Shop Stewards, during their term of office, shall be the last persons to be laid off in the bargaining unit.

Section 6. Recall

(a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his

last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

(b) No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Section 7. Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other jobs in the service of the Employer. An employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

Section 8. Transfers

(a) Employees desiring to transfer to other jobs shall submit an application in writing to their immediate Supervisor. The application shall state the reason for the requested transfer.

(b) At the request of the employee, transfers for reasons other than the elimination of jobs shall be determined by the Union and the Village representative.

(c) Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal classification on the basis of seniority.

(d) If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE 7

HOLIDAYS

Section 1. Holidays Recognized and Observed

Full-time, permanent employees shall be eligible for holidays. The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Day	Veterans' Day
President's Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2. Eligibility Requirements

Full - time permanent employees shall be eligible for holiday pay under the following conditions:

- (a) Upon the completion of thirty (30) working days;

(b) The Employee would have been scheduled to work on such a day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave, and the employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer, or is absent for any reasonable purpose. The Employer and the Union mutually agree upon reasonable purpose in each case;

(c) In the Water Department, if a holiday is observed on an employee's scheduled day off or during his vacation, he shall be paid for eight (8) hours.

Section 3. Holiday Pay

(a) If not worked, the employee will receive eight (8) hours pay for the holiday.

(b) Eligible employees whose work day differs from the standard eight (8) hours, shall be paid the current daily rate of pay.

Section 4. Holiday Work

Effective January 20, 2003 all twelve (12) Holidays as listed in the Collective Bargaining Agreement will be paid double time if worked plus straight time. Holiday pay will be paid only for the legally celebrated holiday. For example, if a holiday falls on Sunday and is legally celebrated on Monday, those employees working on Monday ONLY will be compensated.

Holiday pay for Christmas and New Year's Day shall be calculated based on the calendar dates of the holidays (December 25th and January 1st, respectively).

ARTICLE 8
VACATIONS

Section 1. Choice of Vacation Period

(a) Vacation shall be granted at the discretion of the Superintendent at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

Vacation periods shall be taken each year.

(b) Effective June 1, 2004, employees will have the following options:

1) Any unused vacation time at the end of the fiscal year (May 31st) may be rolled over into the next fiscal year (year beginning on June 1st). Any such rolled over time must be taken within the next 6 month (i.e. by the following November 30th), or it will be removed from that employee's accruals.

or

2) The employee may sell back to the Village any unused vacation time at the end of the fiscal year (May 31st) at his/her rate of pay as of May 31st.

Employees must declare their intent in writing to exercise either option 1) or option 2) above by the close of business on the second Friday of May.

Section 2. Holiday During Vacation Periods

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

Section 3. Vacation Rights in Case of Layoff or Separation

Upon the death or retirement of any employee from service, all of the employee's earned vacation shall be computed on a pro-rata basis and paid in accordance with pertinent sections of this Agreement. If an employee leaves without giving at least seven (7) days notice, the employee forfeits all vacation and sick leave benefits due him as of the date of his separation.

Section 4. Vacation Schedule

All employees covered by this Agreement shall be entitled to the following consecutive vacation periods upon the completion of their probationary periods:

After one (1) year five (5) days

After two (2) years - ten (10) days

After five (5) years fifteen (15) days

After ten (10) years twenty (20) days

After fifteen (15) years -twenty - five (25) days

After twenty (20) years -thirty (30) days

After thirty (30) years -thirty - five (35) days

Employees hired after June 1, 2007 will earn only up to a maximum of five (5) weeks or twenty-five (25) days of vacation.

Section 5. Pay Advance

(a) If a regular pay day falls during an employee's vacation, he must make a request for his check within two (2) weeks before leaving to receive that check in advance.

(b) Rate during vacation: Employees will be paid their current rate based on their regularly scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 9

LEAVES OF ABSENCE

Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after six (6) permanent months service with the Employer.

Section 2. Application for Leaves

(a) Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(b) Authorization for leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

(c) Any request for a leave of absence shall be submitted to the Village Board for disposition. The Board shall act within five (5) days of the request.

(d) In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the same job classification they held at the time the leave of absence was requested.

Section 3. Leaves of Absence

Leave of absence for reasonable periods as defined below will be granted without loss of seniority for:

- (a) serving in any elected position in the Union: One Year
- (b) Illness leave, physical or mental: One Year
- (c) prolonged illness in immediate family of spouse, children, stepchildren, or wards: One Year
- (d) Education: One Year
- (e) Employment Opportunities (Agency of the Employer): One Year

(1) After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for job-related, educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee.

(2) One (1) year leave of absence with any requested extension for educational purposes shall not be provided more than once every three (3) years.

(3) Employees may also be granted leaves of absence for job-related, educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

(4) Employees shall be granted a leave of absence to enable such employees to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

Such leave may be extended for like cause.

ARTICLE 10
PAID LEAVES

Section 1. Funeral Leave

All employees covered by this Agreement shall be permitted to use funeral leave as follows:

In the event of a death in the immediate family of the employee, he shall be entitled, when so required, to the next three (3) consecutive working days off between the death and funeral with pay. (Saturday and Sunday excluded.)

Immediate family shall be deemed to be husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, and any other member of the same household. Employees shall be entitled to one (1) day with pay, when so required in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. The foregoing time shall not be deductible from sick leave or vacation time. Leaves will be concurrent in the event of more than one (1) death occurring at the same time, the Employer reserves the right to request proof of death for any approved Funeral Leave Time.

In the event of death in the family which occurs during an employee's vacation period, the employee shall notify the Superintendent of the Department of Public Works within twenty-four (24) hours and may petition to extend his vacation for the additional unused time and/or take the unused vacation time at a later date.

Section 2. Jury Duty

An employee who serves on jury duty shall be his/her regular pay.

Section 3. Leave for Union Business

Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off with loss of pay to attend such conferences and/or conventions for the Local Union, or Union Council but without loss of seniority time.

Section 4. Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System for a Village-related position.

Section 5. Military Service Leave

Subject to Section 242 and Section 243 of the New York State Military Law, employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid an amount equal to the difference between the amount paid by the Armed Forces Reserve or National Guard and the amount normally earned by the employee in an eight (8) hour day, for a period not to exceed two (2) weeks when they are engaged in normal Reserve training periods provided that proof of service is submitted. If required to serve more than two (2) weeks, the Employer shall grant the employee any additional time required with loss of pay or shall allow the employee to use compensatory time or vacation time.

Section 6. Reinstatement of Veteran's Law

The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations.

A probationary employee who enters the Armed Forces must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces.

ARTICLE 11

SICK LEAVE

Section 1. Allowance

(a) Employees shall be eligible for sick leave after six (6) months service with the Employer, for any sickness or disability, and may use sick leave time to make medical visits during working hours. Abuse of sick leave can result in discipline, and employees must have a doctor's report/excuse after three (3) consecutive days illness if requested by the Village.

(b) Employees hired before June 1, 2007 and covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year. Employees hired after June 1, 2007 and covered by this Agreement shall accumulate one-half (1/2) sick leave day per month, not to exceed six (6) days per year. Accumulation of sick days shall be unlimited. Employees shall start to earn sick leave from their date of hire and may begin to use sick leave after six (6) months probationary period in service of the Village and they shall accumulate sick leave as long as they are in the service of the Village. Sick leave shall be earned for any month in which the employee is compensated for twenty (20) or more days of work.

(c) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. Serious illness of husband, wife or child may warrant use of sick leave by employees after arrangements have been made with his immediate Supervisor.

(d) **Pay after Exhaustion of Sick Leave.** After sick leave is exhausted, employees are to receive one-half (1/2) pay for periods of thirty (30) days upon request of employee and with the approval of the Board of Trustees. Before granting request, the Board may request a doctor's statement and/or physical examination and report by a physician designated by the Village.

(e) **Challenge of Examination Report.** In the event the report of the employee's physician is challenged by the Village administration or if the Union challenges the report of the Village doctor's examination, then the following procedure shall be followed:

(1) The employee may elect to be examined by a physician of his own choice, at his expense.

(2) If the reports of the two examining physicians are in disagreement or conflict, the respective bargaining committee shall meet to endeavor to reconcile the difference.

(3) In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall by-pass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the Village and the employee, by an appropriate specialist for final determination in the matter, which shall be binding on the parties, and the two examining physicians shall select the third physician whose decision shall be final and binding on both parties, the Employer and the Union and the employee.

(4) In the event the Village physician appointed for this purpose by the Village should find that the employee is able to perform his regular duties, or to perform light duties, the employee shall be given such employment until such time that the employee is able to perform his regular duties. Acceptance of other employment shall constitute a waiver of employee's other rights under this provision. A determination of duties which may be performed when authorized by the employee's physician to do light duties must be provided by employee's physician.

(5) The Employer shall make every effort to place an employee who becomes partially disabled on their present job on work which he is able to perform.

(6) A report of physical examination and any laboratory test made by physicians acting for the Village will be given to the personal physician of the individual upon written request of the employee.

(7) The employee and the Union shall be fully informed of any contemplated action on the Village's part, as herein stated above on the Challenge of Examination Report.

Section 2. Unused Sick Leave

(a) Employees hired prior to June 1st 1989 shall be compensated in cash for a maximum of one hundred (100) accumulated unused sick leave days when they are permanently separated from employment as a result of retirement. However, they may opt to apply these unused sick days (100 maximum) toward their retirement in accordance with the law. An employee who voluntarily terminates (other than discharge for cause) will be eligible to receive one-half (1/2) of his or her accumulated sick leave days (maximum fifty (50) days) in accordance with his or her rate of pay at the time of termination.

(b) The amount of payment for all allowable unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

(c) Employees have the option upon retirement to use all or any portion of their allowable accumulated sick leave toward the purchase of single coverage of whatever hospitalization and medical benefits provided at that time. The cost of his coverage will be five (5) sick leave days for one (1) month's coverage of single coverage, .six (6) sick leave days for one (1) month's coverage of employee+one coverage and seven (7) sick leave days for one (1) month's coverage of family coverage.

d) Payment for unused allowable sick leave days shall be as follows:

First payment -----upon retirement

Second payment -----1 year from retirement

Third payment -----2 years from retirement

If where feasible the Village agrees to make these installment payments if the retiree is so entitled for a minimum of \$1000.00.

(e) In the event of the death of the retiree prior to the full payment for unused accrued sick leave, the balance will be paid to the Estate of the retiree.

(f) Employees hired on or after June 1st 1989 will not be able to sell back unused accrued sick leave or convert same to hospitalization and medical benefits.

Section 3. Workers' Compensation - On - the - Job Injury

(a) Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive in addition to his Workers' Compensation income an amount to be paid by the Employer sufficient to make up the difference between the Workers' Compensation and his regular weekly income based on a regular work week, for a period not to exceed six (6) months. Each full time permanent employee and each probationary employee who is unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave for the difference between the weekly benefits under Workers' Compensation and his regular salary.

(b) The Employer shall participate in the State's Employment Compensation Insurance Act, providing each employee with the appropriate coverage under the Law.

Section 4. New York State Disability

Each full time employee shall be covered hereafter by the New York State Disability Benefits Law, non-contributory plan.

Section 5. Sick Leave Bonus

Effective January 1, 1993 - as of December 31st of each year.

(a) Any employee who has not used any sick leave during the previous twelve (12) months shall receive a bonus of three hundred (\$300.) dollars.

The above payments is to be made to the employees in the first (1st) pay period in January of the following year.

ARTICLE 12

PERSONAL LEAVE

All employees covered by this Agreement shall be permitted personal leave days as follows:

- 1 personal leave day per year after completing first year of service
- 2 personal leave days per year after completing second year of service
- 3 personal leave days per year after completing third year of service
- 4 personal leave days per year after completing fourth year of service
- 5 personal leave days per year after completing fifth year of service

Requests for personal leave shall be submitted to the Superintendent of Public Works twenty-four (24) hours in advance. Extenuating circumstances may waive the twenty-four (24) hour period with the authorization of the Superintendent of Public Works.

Any unused personal leave time during the fiscal year may be applied to sick leave accumulation.

ARTICLE 13
WAGES AND CLASSIFICATIONS

Section 1. Wage Schedule and Classifications

(a) Employees shall be compensated in accordance with the wage schedule established in negotiations effective June 1, 2007, and attached to this Agreement and marked Appendix "A". Each employee covered by this contract shall have their wages increased three percent (3 %) effective June 1, 2007, and an increase of three percent (3 %) effective June 1, 2008, and an increase of three percent (3 %) effective June 1, 2009.

In addition, in each year of the contract, each employee eligible to move to the next step of the schedule will do so on their anniversary date of employment.

(b) When a new job is placed in a unit and cannot properly be placed in an existing classification, the Employer or his representative will notify the Union prior to establishing a classification and rate structure. In the event that the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

Section 2. Shift Differential

In addition to the established wage rates, the Employer shall pay a premium of eighty-five (\$.85) cents per hour to employees who work on the 2nd and 3rd shifts at the Water Treatment Plant and Street Department.

Effective 6/1/99 the Shift Differential will be increased to \$.90 an hour and effective 6/1/2000 the Shift Differential will be increased to \$.95 an hour.

The employees' Shift Differential shall be figured into the rate of pay for Vacation, Holidays, and overtime worked, where applicable

Section 3. Pay Period

Employees covered by this Agreement shall be paid on the same day every week. In the event this day is a holiday, the preceding day shall be the pay day.

Section 4. Longevity Service Pay

Effective June 1, 2001, each full - time permanent employee, upon completion of five (5) continuous years of service with the Village of Albion, shall receive five hundred (\$500) dollars per year in longevity payments; thereafter, this amount shall be increased an additional one hundred (\$100.00) dollars per year through 25 years of continuous service. Those who complete twenty - five (25) continuous years or more shall receive the maximum \$2500 per year thereafter in longevity payments. Each full - time permanent employee shall have the increases added to his / her salary to be earned, accrued and paid in equal fractions for each payroll period of each succeeding year.

Employees hired after June 1, 2007 will not be eligible for longevity service pay.

ARTICLE 14

HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS

(a) The Employer agrees to provide the Preferred Care TriVantage 250 Health Plan 3-Tier coverage (single, employee one, family), a 3-tier drug rider of 10 - 25 - 40, and mental health rider to all employees covered by this agreement.

The Village will self-insure the difference in co-pays between the above referenced plan and pay for all reimbursements that exceed \$10.00 for the employee.

The Employer agrees to guarantee the level of benefits provided by the above referenced Blue Choice Plan as of May 31, 2004 as a minimum level of benefits.

(b) Effective June 1, 2007, employees who elect health insurance coverage will begin contributing twelve percent (12%) of the health insurance premium on a

pre-tax basis.

Effective June 1, 2008, employees who elect health insurance coverage, will begin contributing thirteen percent (13 %) of the health insurance premium on a pre-tax basis.

Effective June 1, 2009, employees who elect health insurance coverage, will begin contributing fourteen percent (14%) of the health insurance premium on a pre-tax basis.

The Village shall maintain a Section 125 Plan for the purpose of enabling employees to pay such employee premium contributions through such plan. All employee premium contributions shall be made through payroll deduction to the extent possible.

A thirty (30) day window period will be scheduled for employees to change their health insurance selection during each succeeding fiscal year beginning June 1, 2002.

(c) The Employer shall provide and pay for the G.H.I. Preferred Dental Plan Preventive & Diagnostic, Basic, 100% Prosthetics Allowance Schedule, Orthodontia for dependent children to age 23, Dependent children covered to age 23, End of calendar year for each employee covered under this contract in accordance with the type of coverage single or family desired by the employee.

d) Employees who are eligible for health insurance coverage under this Article, and who are eligible for health insurance coverage from a source other than the Village, and who provide written notice to the Village Board on or before April 1st of each year "opting out" of such Village provided health insurance coverage for the upcoming year, will be entitled to a payment of thirty percent (30 %) of the annual premium cost for the applicable plan had the individual elected to participate

in the plan.

Employees whose spouses are also eligible for health insurance coverage provided by the Village will be eligible for only one (1) plan per family. Said employee will be entitled to a payment of fifteen percent (15%) of the annual premium cost for the applicable plan he would otherwise have been eligible for.

ARTICLE 15

RETIREMENT PLAN

(a) The Employer agrees to provide the benefits of the New Career Retirement Plan, Section 75-1 (Retirement after 20 years of service - Age 55 at 1/2 pay) of the New York State Employees' Retirement System.

Retirement - The Board of Trustees of the Village of Albion require hereafter, notification in writing prior to April 1, of any employee considering retirement in the next succeeding fiscal year.

(b) Guaranteed minimum death benefit of three (3) times annual rate of pay (rounded to next higher multiples of \$1,000) but limited to \$20,000.

ARTICLE 16

UNION REPRESENTATION

It is mutually agreed that principal of proportional representation which reflects a steward for each department is a sound and sensible basis for representation.

(a) Stewards and Alternate Stewards

In each department, employees in that department shall be represented by one (1) steward who shall be a regular employee, and in the absence of the steward, an alternate may be appointed by the Local President.

Departments are listed as below:

1 Steward

1 Alternate Steward

Names of Steward and Alternate shall be given to the Village Board.

The Steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer, following proper notification and upon approval of the Superintendent of Public Works. But no overtime shall be incurred in connection with such investigation and presentation.

(b) Special Conferences

1. Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and the Union representatives. The members of the Union shall not lose time or pay for time spent in such special conferences that may be held during normal working hours. This meeting may be attended by a representative of the Union, Council and/or a representative of the International Union.

2. The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer with Union, Council or International Representatives.

ARTICLE 17

SETTLEMENT OF DISPUTES

Section 1. Presenting a Grievance

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

STEP #1: (a) If an employee feels he has a grievance, he shall discuss the grievance with the Union Steward present, with his immediate Supervisor of that Department, or the Steward with or without the employee, may discuss the grievance with the immediate Supervisor. Step # 1 grievances must be initiated within ten (10) workdays of the act or omission giving rise to the grievance or within ten (10) workdays of the date upon which any of the employees affected by the situation, condition, or action to be grieved, becomes aware of such act or omission.

(b) If the matter is thereby not satisfactorily resolved at this stage within three (3) working days, it may be submitted in writing form by the Steward to either the Supervisor or Superintendent of the Department, whichever may apply.

STEP #2: (a) If the Department Supervisor's or Superintendent's answer is not satisfactory, the grievance may be referred to the Local President, who may submit his appeal on an agenda to the Employer. A meeting between at least two (2) representatives of the Union and at least two (2)

representatives of the Employer will be arranged to discuss the grievance or grievances, appearing on the agenda within five (5) working days from the date the agenda is received by the Employer.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding the meeting with the representatives of the Employer.

(c) The Local President, or his representative, shall be allowed time off from his job, without loss of time or pay, to investigate a grievance which he is to discuss with the Employer. The Department Supervisor or Superintendent shall grant him permission to leave his work for this purpose, unless circumstances are such that the time-off cannot be granted at that particular time.

(d) The Employer shall dispose of the matter within seven (7) working days. The decision shall be in writing to the employee filing the grievance with copies to the immediate superior and to the Department Head.

(e) The written grievance shall set forth the following information:

1. Name, address and work location of complainant.
2. Name, title and work location of respondent.
3. Concise resume of acts alleged to constitute the grievance including names, places, dates and times.
4. Ruling of immediate Supervisor.
5. Other information complainant may think pertinent.
6. Complainant shall sign grievance, and in the case of a Union grievance, it shall be signed by the Local President and the Steward.

STEP #3: (a) If the representatives of the Employer and the Union do not dispose of the matter, and the Union feels that the grievance merits arbitration, then the Union shall request the Public Employment Relations Board to provide a panel of impartial arbitrators from which both the Union and the Employer shall make a selection in accordance with PERB's Rules of Procedure.

(b) The decision of the arbitrator shall be final and binding on the Parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

(c) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provision of this Agreement.

(d) Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. If either party shall desire a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 2. Matters Relevant to Grievance Procedure

(a) The time limits in the grievance procedure may be extended by mutual agreement in writing.

(b) Any step of the grievance procedure may be bypassed by mutual agreement in writing.

(c) Neither the Department head nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

(d) In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Department Head's office by the Union's representative.

ARTICLE 18

DISCIPLINE AND DISCHARGE

Section 1. Discharge and Discipline

(a) Notice of Discharge or Discipline

The Village shall have the right to discipline or discharge an employee for just cause. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the Department of the discharge or discipline.

First Offense -Verbal Warning (Documented)

Second Offense -Written Warning

Third Offense -Time Off without pay not to exceed two (2) weeks.

Fourth Offense -Termination

(b) Appeal of Discharge or Discipline

Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the Employer in accordance with the Village grievance procedure.

c) Use of Past Record

In imposing any discipline on a current charge other than charges of

drinking and accidents caused through the operation of the Employer's vehicle, the Employer will not take into account any prior infractions which occurred more than twenty-four months previously.

Records of any and all employee discipline shall be removed from the employee's permanent work records (wherever maintained) three (3) years from the date of issuance.

(d) Time Limits

Except for fraud or any felony where the statute of limitation has not expired, an employee shall not be disciplined for acts which occurred more than sixty (60) calendar days prior to the imposition of the discipline, unless discovered more and sixty (60) days after its occurrence, in which case discipline may be imposed within sixty (60) days of such discovery.

Section 2. Private Hearing

Upon application by the Union, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

Section 3. Reinstatement

Any employees found to be unjustly suspended or discharged, or whose penalty is reduced, shall be reinstated and compensated for all lost time and restoration of all other rights and conditions of employment in accordance with the determination made by the arbitrator.

ARTICLE 19
GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall

share equally with the Employer the responsibility for applying this provision of the Agreement.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

(c) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

(d) The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

- (a) transmit communications authorized by the Local Union or its officers to the Employer or his representatives;
- (b) consult with the Employer, his representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

Section 3. Work Rules

(a) The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been discussed between the Employer

and the Union, and in addition, have been posted prominently on all bulletin boards for a period of five (5) consecutive work days.

(b) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

(c) An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 4. Protection and Security for Employees

The Employer shall provide adequate security and protection at all work installations for all employees during their respective work shift.

Section 5. Joint Safety Committee

The Employer and the Union agree jointly to establish a safety committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The Joint safety committee shall:

- (a) make immediate and detailed investigations of each accident to determine fundamental causes;
- (b) develop data to indicate accident sources and injury rates;
- (c) make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards.

(d) promote safety for workers, and participate in making the safety program known to all workers;

(e) conduct meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

Section 6. Parking

The Employer shall provide adequate and safe parking facilities for its employees at the various work locations.

Section 7. Uniforms and Protective Clothing

(a) Sewage Treatment Plant

The Village agrees to provide and pay for work clothing in such quantities as to insure sufficient changes. In addition, the Village agrees to pay for the laundering, repair and replacement of work clothing. It is also agreed that the work clothing provided be of good quality.

Effective June 1, 2001, each employee will receive \$165.00 clothing allowance on an annual basis, paid in a separate check by June 30th of each year.

(b) Streets Department and Cemetery Department

Effective June 1, 2004, each employee will receive \$400.00 clothing allowance on an annual basis paid in a separate check by June 30th of each year.

Uniforms to be of the same color and consisting of: blue jeans, shirts can be of long or short sleeves;

Maintenance of the uniforms to be the responsibility of individual employee.

(c) Water Treatment Plant

The Village agrees to provide and pay for work clothing consisting of: five (5) blue work pants, five (5) blue or grey work shirts, two (2) sweat shirts, one (1) Winter coat, one (1) pair each of Winter and Summer coveralls. It is also agreed that the Village will replace same at the discretion of the Chief Operator and that the above stated clothing will be worn while working. Maintenance of uniforms to be the responsibility of individual employees. Effective June 1, 2001 each employee will receive a \$165.00 clothing allowance on an annual basis paid in a separate check by June 30th of each year.

Employees may wear "White" or "Orange" "T" shirts during Summer months
- NO TOPLESS allowed;

Each employee shall wear a clean uniform to work.

(d) 1. Rain wear, protective clothing, gloves and protective devices shall be provided by the Village for employees requiring such outfitting, as now provided.

2. The prescription safety glasses allowance per applicable employee shall be one hundred (\$100.) dollars every two (2) years.

3. The annual respirator physical allowance per applicable employee shall be forty (\$40.) dollars. An updated list of participating doctors shall be made available.

Section 8. Part-Time Regular Employees

Part-time regular employees shall be defined as employees working a regular schedule, but less than eight (8) hours per day and/or forty (40) hours per week.

All such employees shall be covered under all provisions of this Agreement on a pro-rated basis.

At any time it is possible, these part-time regular employees shall be given full time positions and eliminate the part-time positions.

Section 9. Temporary Employees

When necessary, temporary employees shall be hired for a period not to exceed one hundred twenty (120) days.

Temporary employees shall not be entitled to receive fringe benefits and seniority.

Any employee who is hired on a 40 hour per week, temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

Section 10. Seasonal Employees

Seasonal employment shall be defined as employees required to assist in Village- supported recreational programs and facilities whose tenure is for a specific period of time and season. These employees shall be discharged upon the completion of the seasonal program, and during their terms of employment shall receive no fringe benefits, acquire no seniority and replace no permanent employee.

Seasonal employees shall not be members of the unit.

Section 11. Disabled Employees

The Employer shall make every effort to place employees who through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

Section 12. Supervisory Employees

Non-bargaining unit employees shall not engage in work properly belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists and no qualified bargaining unit employee is available.

Section 13. First-Aid Training

The Employer shall provide a reasonable amount of time on a group basis during work hours at no loss in pay for employees to receive first-aid training, including C.P.R., by a Red Cross-certified instructor. This time allotted is to be determined at the discretion of the superintendent of Public Works and Department Heads of the Water Treatment and Sewer Plants, and the Cemetery Department. An employee may request permission not to attend these training sessions.

Section 14. Educational Reimbursement

Effective 6/1/98 the village will pay tuition charges for up to two courses per employee per year, providing a passing grade is achieved and the course is relevant to the employee's current job.

ARTICLE 20

STRIKES AND LOCKOUTS

Section 1. Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 2. Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines.

ARTICLE 21

SUB-CONTRACTING

Sub-Contracting of Village

The Employer agrees not to sub-contract out any work of the Village that

might cause a layoff of any employees of the bargaining unit or loss of overtime.

ARTICLE 22

SAVINGS CLAUSE

Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, section or portion thereof directly specified, in the decision; upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

ARTICLE 23

MAINTENANCE OF BENEFITS

Section 1. Benefits Presently in Effect

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit is a part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between the union and the Employer.

Section 2. Supplemental Agreements

All supplemental agreements to this Agreement shall be subject to the approval of the council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local union. Copy of said communication shall be filed with the Village of Albion and postmark shall constitute filing date.

If neither approved or rejected by the council or International union within the time herein set forth, the supplemental agreement shall be deemed to have been approved.

ARTICLE 24
APPENDIXES

The following appendixes are incorporated and made part of this Agreement:

APPENDIX "A" salary schedules

APPENDIX "B" Job Classification Sheets - Village of Albion, Orleans County, New York

APPENDIX "C" General Rules and Regulations for all Employees of the Village of Albion, Orleans County, New York

ARTICLE 25
TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto, designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE 26
STATUTORY PROVISION

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 27
TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of June 2007 and continue in full force and effect until the 31st day of May 2010.

(a) If either party desires to terminate this Agreement it shall one hundred twenty (120) days prior to the termination date, given written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party one hundred twenty (120) days written notice prior to the current years termination date.

(b) If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days prior to the termination date, or any subsequent termination date, given written notice of amendment, in which event, the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on thirty (30) days written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the terms of this Agreement.

(c) Notice of Termination or Modification

Notice shall be in writing and shall be sufficient If sent by certified mail, addressed, if to the Union, to the Local Union secretary, to the Employer, addressed to the Mayor, Village hall, Albion, New York, or to any such address as the Union or the Employer may make available to each other. During negotiations all benefits will remain in effect.

(e) In witness whereof, the Parties hereto have caused this Agreement to be executed on

Paul R. Sabale

Dale Snyder
Mar 1-78



W. G. B.
D. J. G. B.

Marked
B...

Paul Kuntz

12/12/2007

12/12/2007

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APPENDIX "A"**Schedules of Minimum and Maximum Per Hour
Salaries of the Employees of the
Village of Albion, New York****Effective June 1, 2007**

	Starting Salary	2nd Year	3rd Year	4th Year	5th Year
Laborer	15.19	17.77	18.8	19.04	19.22.
Motor Equipment Operator	15.54	18.11	17.32	19.39	19.59
General Maintenance	16.68	19.23	20.32	20.54	20.78
Water Maintenance	15.68	18.24	19.29	19.52	19.70
Sewage Treatment Plant Maintenance Mechanic (hired after 6/1/95)	17.58	20.18	21.17	21.43	21.62
Water Treatment Plant Maintenance Mechanic	17.58	20.18	21.17	21.43	21.62
Mechanic	18.04	20.62	21.75	21.99	22.2
Sewer/Water Treatment Plant Operator	17.58	20.18	21.17	21.45	21.65
Sewer Treatment Plant Operator (Trainee)	15.32	17.88	18.92	19.15	19.38
Senior Sewage/Water Treatment Plant Operator	17.58	20.15	22.81	23.01	23.22
Team Leader Working Foreman Street Department	18.98	21.03	22.28	22.55	22.87

APPENDIX "A"**Schedules of Minimum and Maximum Per Hour
Salaries of the Employees of the
Village of Albion, New York****Effective June 1, 2008**

	Starting Salary	2nd Year	3rd Year	4th Year	5th Year
Laborer	15.65	18.30	19.36	19.61	19.80
Motor Equipment Operator	16.01	18.65	17.84	19.97	20.18
General Maintenance	17.18	19.81	20.93	21.16	21.40
Water Maintenance	16.15	18.79	19.87	20.11	20.29
Sewage Treatment Plant Maintenance Mechanic (hired after 6/1/95)	18.11	20.79	21.81	22.07	22.27
Water Treatment Plant Maintenance Mechanic	18.11	20.79	21.81	22.07	22.27
Mechanic	18.58	21.24	22.4	22.65	22.87
Sewer/Water Treatment Plant Operator	18.11	20.79	21.81	22.09	22.30
Sewer Treatment Plant Operator (Trainee)	15.78	18.42	19.49	19.72	19.96
Senior Sewage/Water Treatment Plant Operator	18.11	20.75	23.49	23.7	23.92
Team Leader Working Foreman Street Department	19.55	21.66	22.95	23.23	23.56

APPENDIX "A"**Schedules of Minimum and Maximum Per Hour
Salaries of the Employees of the
Village of Albion, New York****Effective June 1, 2009**

	Starting Salary	2nd Year	3rd Year	4th Year	5th Year
Laborer	16.12	18.85	19.94	20.20	20.39
Motor Equipment Operator	16.49	19.21	18.38	20.57	20.79
General Maintenance	17.70	20.40	21.56	21.79	22.04
Water Maintenance	16.63	19.35	20.47	20.71	20.90
Sewage Treatment Plant Maintenance Mechanic (hired after 6/1/95)	18.65	21.41	22.46	22.73	22.94
Water Treatment Plant Maintenance Mechanic	18.65	21.41	22.46	22.73	22.94
Mechanic	19.14	21.88	23.07	23.23	23.56
Sewer/Water Treatment Plant Operator	16.63	19.35	20.47	22.75	22.97
Sewer Treatment Plant Operator (Trainee)	16.25	18.97	20.07	20.31	20.56
Senior Sewage/Water Treatment Plant Operator	18.65	21.37	24.19	24.41	24.64
Team Leader Working Foreman Street Department	20.14	22.31	23.64	23.93	24.27

APPENDIX "A"

**Schedules of Minimum and Maximum Per Hour
Salaries of the Employees of the
Village of Albion, New York**

Effective June 1, 2007

	Effective June 1, 2007	Effective June 1, 2008	Effective June 1, 2009
Senior Motor Equipment Operator	\$20.00	\$20.60	\$21.22

